

SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN ROMAIN PRAGE AND KAVULICH & ASSOCIATES, P.C., GARY KAVULICH, AND SJ COOPER REALTY, LLC

1. Definitions.

- a. This settlement is regarding Case 1:16-cv-01627-CBA-RLM, *Prage v. Kavulich & Associates, P.C. et al* (EDNY) (the "Lawsuit").
- b. Plaintiff is ROMAIN PRAGE a/k/a ROMAINE PRAGE.
- c. Defendants are KAVULICH & ASSOCIATES, P.C., GARY KAVULICH, AND SJ COOPER REALTY, LLC. Defendants are jointly and severally liable under the terms of this agreement.
- d. The Kavulich Defendants are Defendants Kavulich & Associates, P.C. and Gary Kavulich.
- e. Prage and Defendants are collectively the "Parties."

2. Effective date. This settlement is entered into on the date of April 27, 2018 and is contingent on Defendants complying with their May 31, 2018 settlement obligations.

3. Defendants shall pay (or cause to be paid) \$65,000 via certified check(s) ("Settlement Checks"):

- a. \$10,000 by May 31, 2018, and \$5,000 on the 30<sup>th</sup> day of each subsequent month, except that February 2019's payment shall be due on February 28, 2019.

4. The settlement checks shall be made payable to "Ahmad Keshavarz IOLA Trust Account." Defendants will issue a 1099, if at all, solely in the name of Ahmad Keshavarz. Defendants may request the W-9 of Ahmad Keshavarz, who will provide the same within 30 days of any request.

5. By May 1, 2018 Defendants deliver a signed copy of the attached Agreed Judgment against all Defendants. The Agreed Judgment is for \$85,000, and is joint and several as to all Defendants, plus 9% interest from May 31, 2018. Plaintiff's counsel will hold the signed confession in trust and will not enter the same so long as each Defendant timely and fully complies with each and every term of this settlement. Should any Defendant fail to timely and fully comply with any term of this settlement Plaintiff may file the Agreed Judgment.

6. All documents, including settlement checks, that are due by a date certain, shall be delivered, with proof of receipt, by the date indicated on this settlement. Delivery shall be to The Law Office of Ahmad Keshavarz, located at 16 Court St., 26<sup>th</sup> Floor, Brooklyn, NY 11241.

7. By May 31, 2018 Defendants shall sign and deliver, in relation to the action *SJ Cooper Realty, LLC v. Romaine E. Prage and Taisha Dean*, Index No. 114716/10, Civil Court of the City of New York, County of Bronx (the "collection lawsuit"), the attached Stipulation Vacating Judgment As to Romain Prage aka Romaine E. Prage and Discontinuing Action With Prejudice As to Romain Prage aka Romaine E. Prage. Within 7 business days of receipt of the countersigned document, Defendants shall take all steps necessary to file, have "so ordered" and return a file-stamped, so-ordered copy to counsel for Prage. Defendants will use their best efforts to get a so-ordered stipulation within 60 days.

8. Defendants Kavulich & Associates, P.C. and Gary Kavulich hereby agree to the entry of the attached five-year injunction.

9. Prage and Defendants shall sign and exchange the attached dismissal with prejudice no later than 30 days after clearance of the final Settlement Check, and either party may then file the same.

10. The Parties and their respective heirs, successors, and assigns hereby release and discharge each other and their insurers from any and all obligations, liabilities, damages, claims, causes of action, losses, damages, costs, sanctions, expenses and attorneys' fees of every kind and nature, in law or in equity, which the Parties ever had, or now has, for, on account of, or by any reason of any action, transaction, occurrence, omissions, relationship, matter, cause or thing to the extent that they relate to the Lawsuit from the beginning of time to the date of the release.

11. The Parties each represent and warrant that (1) they have not directly or indirectly sold, assigned, transferred, pledged, encumbered, conveyed or otherwise disposed of any claim, demand, debt, right or cause of action, in whole or in part, relating to any matter which is covered by this Settlement Agreement; (2) they are the sole owners of such claim, demand, debt, right or cause of action, and he has the power and authority and are duly authorized to enter into and perform this Settlement Agreement; (3) they are not aware and have not been advised of any liens or other encumbrances applicable to the consideration given by Plaintiff or Defendants pursuant to this Settlement Agreement.

12. This Settlement Agreement may be executed in counterparts and each such counterpart, together with the others, shall constitute one and the same instrument, and facsimile and electronic mail signatures herein shall be deemed to be original signatures for all purposes.

13. The Parties agree that the court in which this action is pending shall have continued jurisdiction to enforce the terms of this settlement. This Settlement Agreement and all rights and obligations arising hereunder shall be construed in accordance with, and governed by the laws of, the State of New York as if entirely performed therein and without regard to any conflict-of-laws rules or principles.

14. Each and every term in this agreement is material.

15. Time is of the essence.

16. These are all of the terms of the settlement.

**AGREED:**

**ROMAIN PRADE**

**Plaintiff**

**By Ahmad Keshavarz, Attorney for Plaintiff with Full Settlement Authority.**

**Date: April 27, 2018**

**AGREED:**

**KAVULICH & ASSOCIATES, P.C.**

**Defendant**

**By: \_\_\_\_\_**

**Date: April 27, 2018**

**Printed name: Mitchell Pashkin**

**Title: Attorney**

**SJ COOPER REALTY, LLC**

**Defendant**

**By: \_\_\_\_\_**

**Date: April 27, 2018**

**Printed name: Mitchell Pashkin**

**Title: Attorney**

**GARY KAVULICH**

**Defendant**

**By Mitchell Pashkin, Attorney**

**Date: April 27, 2018**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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ROMAIN PRAGE,

Case No.: 1:16-cv-01627-CBA-RLM

Plaintiff,

-against-

KAVULICH & ASSOCIATES, P.C.,  
GARY KAVULICH and SJ COOPER REALTY, LLC,

Defendants.  
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**AGREED FIVE-YEAR INJUNCTION**

By agreement of the Parties and pursuant to N.Y. General Business Law 349(h) the Court issues this injunction against Defendants KAVULICH & ASSOCIATES, P.C. and GARY KAVULICH for a period of five years from the date of the signing of this order to:

1. Comply in all manners with their obligations under the Fair Debt Collection Practices Act, N.Y. General Business Law 349, and the N.Y. Exempt Income Protection Act.
2. Not represent orally or in writing to consumers, or in objections to exemption claim forms or in other court filings that:
  - a. If funds were/are co-mingled with non-exempt funds, otherwise exempt funds lose their protected status.
  - b. Without comprehensive proof of what funds are in the subject account(s) and that they meet the statutory requirements entitling those funds to an exemption, the plaintiff is entitled to any non-exempt funds to satisfy the underlying judgment.
3. Notify the applicable New York City Marshal to release their levy and demand (if any) on any bank account within 5 business days of any order that the Kavulich Defendants release any bank account restraints.
4. Notify the applicable bank within 5 business days of any order that the Kavulich Defendants release bank account restraints.

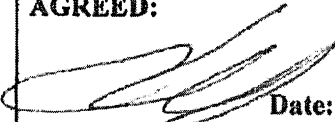
The Court shall have continued jurisdiction to enforce the terms of this Agreed Injunction.

SO ORDERED this 23 day of May, 2018.

s/Carol Bagley Amon

Judge Carol Bagley Amon  
United States District Judge

**AGREED:**



Date: May 18, 2018

Ahmad Keshavarz  
The Law Office of Ahmad Keshavarz



Date: 5/18/18

Susan Shin  
New Economy Project

Attorneys for Plaintiff ROMAIN PRAGE

**AGREED:**



Date: 5/18/18

Mitchell Pashkin, Esq.  
775 Park Avenue, Suite 255  
Huntington, NY 11743

Attorney for Defendants KAVULICH &  
ASSOCIATES, P.C., GARY KAVULICH,  
and SJ COOPER REALTY, LLC

CIVIL COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

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SJ COOPER REALTY, LLC

Plaintiff,

-against-

ROMAINE E. PRAGE & TAISHA DEAN,

Defendants.  
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Index No. CV-114716-10/KI

**STIPULATION VACATING JUDGMENT  
AGAINST ROMAIN PRAGE AKA  
ROMAINE E. PRAGE AND  
DISCONTINUING ACTION  
WITH PREJUDICE AS TO ROMAIN  
PRAGE AKA ROMAINE E. PRAGE**

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned attorneys of record for all parties to the above entitled action, that whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, the attached stipulation of settlement in the above entitled action, dated December 5, 2016, be vacated, and the above titled action – for a putative debt Defendant contests the validity of – be discontinued on the merits with prejudice, without costs to either party as against the other.

This Stipulation may be filed without further notice with the Clerk of the Court.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

KAVULICH & ASSOCIATES, P.C.  
*Attorney for Plaintiff*  
181 Westchester Avenue  
Suite 500C  
Port Chester, NY 10573

ROMAIN PRAGE  
*Pro Se Defendant*  
420 Marlborough Road  
Brooklyn, NY 11228

**SO ORDERED:**  
  
\_\_\_\_\_

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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ROMAIN PRAGE,

Case No.: 1:16-cv-01627-CBA-  
RLM

Plaintiff,

-against-

KAVULICH & ASSOCIATES, P.C.,  
GARY KAVULICH and SJ COOPER REALTY, LLC,

Defendants.  
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AGREED JUDGMENT IN CIVIL CASE

Plaintiff ROMAIN PRAGE files this AGREED JUDGMENT IN CIVIL and asks the clerk to enter judgment based on the same.

WHEREAS Plaintiff ROMAIN PRAGE and Defendants KAVULICH & ASSOCIATES, P.C., GARY KAVULICH and SJ COOPER REALTY, LLC, jointly and severally, ("Defendants") entered into a Settlement Agreement in this Action on or about April 27, 2018 (the "Settlement Agreement").

WHEREAS, Defendants, jointly and severally, agreed, *inter alia*, to make certain payments to Plaintiff pursuant to the terms of the Settlement Agreement;

WHEREAS, Defendants, jointly and severally, signed this Agreed Judgment as part of the Settlement Agreement;

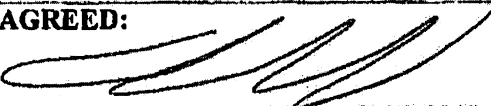
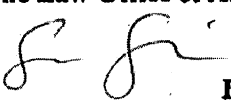

WHEREAS, Defendants, jointly and severally, agreed as part of the Settlement Agreement that Plaintiff's counsel would hold this signed Agreed Judgment in escrow to ensure the compliance of each Defendants full, timely compliance with each and every term of the Settlement Agreement;

WHEREAS, Defendants, jointly and severally, agreed that if any Defendant failed to

timely comply with any provision of the Settlement Agreement, Plaintiff's counsel may immediately enter this Agreed Judgment, with 9% interest on \$85,000, with credit for payments, if any, from May 31, 2018 until the judgment is satisfied;

WHEREAS, one or more Defendants have in fact failed to timely comply with one or more provisions of the Settlement Agreement;

THEREFORE, Plaintiff moves to enter judgment against Defendants KAVULICH & ASSOCIATES, P.C., GARY KAVULICH and SJ COOPER REALTY, LLC, jointly and severally in the amount of \$85,000, with credit for payments, if any, plus 9% interest from May 31, 2018 until the judgment is satisfied.

<b>AGREED:</b>  Date: <u>April 27, 2018</u> Ahmad Keshavarz The Law Office of Ahmad Keshavarz  Date: <u>April 27, 2018</u> Susan Shin New Economy Project Attorneys for Plaintiff ROMAIN PRAGE	<b>AGREED:</b>  Date: <u>April 27, 2018</u> Mitchell Pashkin, Esq. 775 Park Avenue, Suite 255 Huntington, NY 11743 Attorney for Defendants KAVULICH & ASSOCIATES, P.C., GARY KAVULICH, and SJ COOPER REALTY, LLC
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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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ROMAIN PRAGE,

Case No.: 1:16-cv-01627-CBA-RLM

Plaintiff,

-against-

KAVULICH & ASSOCIATES, P.C.,  
GARY KAVULICH and SJ COOPER REALTY, LLC,

Defendants.

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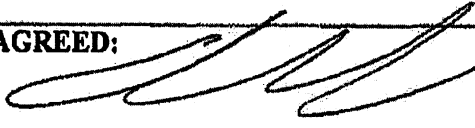
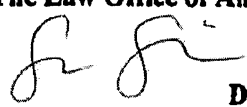

JUDGMENT

IT IS ORDERED AND ADJUDGED, pursuant to the Agreed Civil Judgment signed by Plaintiff Romain Prage and Defendants KAVULICH & ASSOCIATES, P.C., GARY KAVULICH and SJ COOPER REALTY, LLC signed on or about April 27, 2018, Judgment is hereby entered in favor of Plaintiff Romain Prage and against Defendants KAVULICH & ASSOCIATES, P.C., GARY KAVULICH and SJ COOPER REALTY, LLC, jointly and severally, for \$85,000, with credits for payments made, if any, plus interest from May 31, 2018 to satisfaction of judgment.

Date: \_\_\_\_\_

Douglas C. Palmer  
Clerk of Court

By: \_\_\_\_\_  
Deputy Clerk

<b>AGREED:</b>  <b>Date: <u>April 27, 2018</u></b> <b>Ahmad Keshavarz</b> <b>The Law Office of Ahmad Keshavarz</b>  <b>Date: <u>April 27, 2018</u></b> <b>Susan Shin</b> <b>New Economy Project</b> <b>Attorneys for Plaintiff ROMAIN PRAGE</b>	<b>AGREED:</b>  <b>Date: <u>April 27, 2018</u></b> <b>Mitchell Pashkin, Esq.</b> <b>775 Park Avenue, Suite 255</b> <b>Huntington, NY 11743</b> <b>Attorney for Defendants KAVULICH &amp; ASSOCIATES, P.C., GARY KAVULICH, and SJ COOPER REALTY, LLC</b>
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